

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 968-90-14-050	Bid Opening Date & Time: 03/04/2014 02:00 PM
Items: Vehicle Towing Service-Bismarck	Buyer: Sue Eberle
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4465
City, State, Zip: Bismarck, ND 58505-0700	Email: seberle@nd.gov
Contract Period: 04/01/2014 TO 03/31/2015	Date Prepared: 02/12/2014

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name <i>Dakota Towing</i>	Vendor Address <i>1301 4th Ave N.W. Mandan ND</i>
-------------------------------------	------------------------------------------------------

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name <i>Dakota Towing</i>		
Mailing Address <i>1301 4th Ave N.W. Mandan ND 58554</i>		
Telephone Number <i>701-223-8245</i>	Fax Number <i>701-223-3011</i>	E-mail Address <i>Dakota Towing @ Gmail.com</i>

Thomas F. Schmidt
Name & Title (Type or Print)

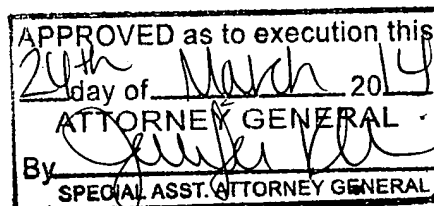
Thomas F. Schmidt
Signature

2-20-14
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature <i>Grant Levi</i>	Date <i>3/24/14</i>
Recommended for approval <i>Robert Rehberg</i>	Date <i>3-24-14</i>
	Approximate contract amount \$ <i>Unknown</i>



MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 968-90-14-050
BID OPENING DATE/TIME - MARCH 4, 2014; 2:00 P.M.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
- Mark envelope as indicated.
- Review Standard Terms and Conditions contained in this solicitation.
- Sign your bid on the cover sheet.
- Initial all bid/pricing changes you made.
- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business February 20, 2014. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

4. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning April 1, 2014, and ending March 31, 2015, inclusive.** This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

6. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Billing and Payment Procedures.** Payment for towing services will normally be made with a State credit card. The vendor will attach a signed copy of the credit card receipt to the invoice and give it to the vehicle operator. In the event the vehicle operator does not make payment with a credit card, the vendor shall provide the vehicle operator with an invoice for services rendered. The vehicle operator is responsible for assuring that paperwork is forwarded to the appropriate office to allow payment for services rendered.

ALL WORK ORDERS MUST INCLUDE THE VEHICLE LICENSE NUMBER AND ODOMETER READING.

Any payment inquiries concerning outstanding invoices shall be directed to NDDOT, Bismarck District, 218 South Airport Road, Bismarck, ND 58504. Failure to submit correct invoices to the appropriate NDDOT address may delay contractor payment. Please direct inquiries to Jodie Hill, Shop Foreman, 701-328-6940 or a Bismarck State Fleet Services representative, 701-328-2935.

11. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

12. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

13. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

14. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Thomas F Schmidt
(Name of person servicing this contract)

BUSINESS NAME: Dakota Towing

MAILING ADDRESS: 1301 4th ave N.W

CITY & STATE: Mandan ND ZIP CODE: 58554

PHONE NUMBER: 701-223-8245 TOLL FREE: 1-866-342-8245

FAX NUMBER: 701-223-3011 E-MAIL: Dakota Towing @Gmail.com

**SPECIFICATIONS
FOR
VEHICLE TOWING SERVICES-BISMARCK DISTRICT**

ESTIMATED VOLUME. The service requested will consist of towing an estimated 250 light vehicles in the Bismarck area. Unit examples:

- Compact size cars
- Highway patrol cars
- Compact SUV/Crossovers
- Large SUV's
- Mini-vans
- Cargo vans
- Light Duty pickups (1-Ton or less)
- Large passenger vans
- Other miscellaneous vehicles

The NDDOT does not guarantee a minimum or maximum volume under this contract.

CONDITIONS. The offeror must own, operate, or have ready access to the following equipment and meet the following requirements. The offeror shall also permit inspection of the equipment by a representative of the NDDOT, at the discretion of the Department.

1. The offeror must have a tow truck(s) or wrecker(s) capable of towing any of the described vehicles.
2. The truck(s) must be equipped with dollies.
3. The truck(s) must be equipped with a winch capable of pulling any vehicle from snow banks, mud, or ditches.
4. An air tank must be available.
5. Broom and shovel for cleaning up debris must be carried on the trucks(s). The offeror shall be responsible for clean up and disposal of glass and other debris from accident scenes.
6. At least one truck with an operator must be available on call 24-hours a day.
7. The offeror must respond by having a truck at the requested location within one (1) hour of receiving the call. If service cannot be provided within a reasonable time, the State reserves the right to procure these services from a third party.
8. The trucks(s) must be equipped to safely tow any vehicle without causing damage to the vehicle being towed.

The awarded contractor will agree to tow vehicles only upon request by a representative of the Bismarck District shop or by the operator of a State Fleet Vehicle. The State's representative will provide the awarded contractor with the make, model, and location of the disabled vehicle which requires towing. Vehicles shall be towed to the Bismarck District shop or other location as directed by the State Fleet representative.

The awarded contractor shall be responsible for damage to vehicles while in their possession and operation.

The offeror agrees that the towing fees paid shall be according to the bid price

The awarded contractor shall submit a bill to the NDDOT representative at the time the towing service is provided.

BIDDER

968-90-14-050
Dakota Towing

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	MINIMUM CHARGE	RATE PER LOADED MILE OR PER HOUR
1	Towing of light vehicle (cars, vans, 2 wheel drive pickups up to 3/4-ton) WITHIN City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 65-	\$
2	Towing of light vehicle (cars, vans, 2 wheel drive pickups up to 3/4-ton) OUTSIDE City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 65-	\$ 5 ⁰⁰ loaded mile
3	Towing of 4x4 vehicles (up to 3/4-ton) WITHIN City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 65-	\$
4	Towing of 4x4 vehicles (up to 3/4-ton) OUTSIDE City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 65-	\$ 5 ⁰⁰ loaded mile
5	Towing of 4x4 vehicles (up to 1-ton) WITHIN City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 75-	\$
6	Towing of 4x4 vehicles (up to 1-ton) OUTSIDE City Limits				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 75-	\$ 5 ⁰⁰ loaded mile
7	Winching				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 50-	\$ 100-hr
8	Pull Out of snow, mud, ditches				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 50-	\$ 100-hr

BIDDER 968-90+14-050
Doktor's Towing

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	MINIMUM CHARGE	RATE PER LOADED MILE OR PER HOUR
9	Load onto dollies				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 50-	\$
10	Unlock doors				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 45-	\$ 5 ⁰⁰ loaded mile
11	Unhook/re-hook transmission linkage				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 25-	\$
12	Removal of drive line				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 25-	\$
13	Accident site clean up				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 100-	\$ 5 ⁰⁰ loaded mile
14	Change Flat Tire				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 40-	\$ 5 ⁰⁰ loaded mile
15	Boost - Jump Start				
	1	EACH	Actual quantity unknown Bismarck, ND Area	\$ 40-	\$ 5 ⁰⁰ loaded mile

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

BIDDER

968-90-14-050
Dakota Towing

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MID DAKOTA INSURANCE, INC. 3111 EAST BROADWAY BISMARCK, ND 58501	CONTACT NAME Northern States Agency, Inc. PHONE (A/C. No. Ex): 6516462651 FAC (A/C. No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED THOMAS SCHMIDT DBA: DAKOTA TOWING 1231 LOVETTE AVE BISMARCK, ND 58504	INSURER A: NATIONAL INDEMNITY COMPANY 20087 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: **3,584** REVISION #:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY ALL OWNED AUTOS CUSTOMER'S AUTOS ANY AUTOS	Y	Y	70GHS027147	12/04/2013	12/04/2014	AUTO ONLY (Ea accident) \$ 1,000,000
	NON-OWNED AUTOS USED IN GARAGE BUSINESS HIRED AUTOS ONLY SCHEDULED AUTOS						OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 2,000,000
A	GARAGE KEEPERS LIABILITY LEGAL LIABILITY DIRECT BASIS PRIMARY	Y	Y	70GHS027147	12/04/2013	12/04/2014	LOC \$ Incl SPECIFIED PERILS \$ COLLISION LOC \$ 50,000 LOC \$
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGO \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? Y/N (Mandatory in MN) REMARKS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named an Additional Insured on this policy with a Waiver of Subrogation.

Vehicle Schedule: see attached

CERTIFICATE HOLDER NORTH DAKOTA DEPARTMENT OF TRANSPORTATION 608 E BOULEVARD AVE BISMARCK, ND 58505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 30 (2010/12)

The ACORD name and logo are registered marks of ACORD

© 2010 ACORD CORPORATION. All rights reserved.

M-5653 (11/2011)

12/05/2013 16:23 3125F38E-F344-41B2-807C-06D51E3792FB

Mar. 6. 2014. 8:43AM dakotatowing

No. 8772 P. 1/1

MAR-06-2014 09:15 From:

To: 17012233011

P. 1/1



**North Dakota
Workforce Safety
& Insurance**
Putting Safety to Work

**CERTIFICATE OF
PREMIUM PAYMENT**
WORKFORCE SAFETY & INSURANCE
EMPLOYER SERVICES
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1
PO BOX 5585
BISMARCK ND 58506-5585
Telephone 1-800-777-6033
Toll Free Fax 1-888-786-8695
TTY (hearing impaired) 1-800-366-6688
Fraud and Safety Hotline 1-800-243-3331
www.WorkforceSafety.com

SCHMIDT TOM
DAKOTA TOWING
1301 4TH AVE NW
MANDAN ND 58554-1915

Employer Account Number: 1223411

Issued Date: 05/22/2013

Expiration Date: 06/14/2014

CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance (WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

Barry Schumacher

Barry Schumacher
Chief of Employer Services

Class	Classification/Description
3630 8805	Auto Repair-Body Shops-Mech Clerical Office Employees

Vehicle Schedule

Year, Make, Model, VIN	Collision	Comp or Spec, Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
1997 GMC TOW TRUCK 1GBKC34J3NJ106324	N/A		N/A	N/A	50,000	N/A
2003 GMC 3500 1GDUK34G63E262390	Covered	C	22,000	1000/1000	50,000	N/A
2000 GMC ROLLBACK 1GDJ6H1C4YJ517350	N/A		N/A	N/A	50,000	N/A
1997 GMC ROLLBACK 1GBJK34J2VF011741	N/A		N/A	N/A	50,000	N/A
2005 FORD F550 1FDAF57P25EC07708	Covered	C	35,000	1000/1000	50,000	N/A
2008 FORD F550 1FDAF57R08ED51927	Covered	C	65,000	1000/1000	50,000	N/A
2012 FORD TOW TRUCK 1FDUF5HT3CEB62442	Covered	C	80,000	1000/1000	50,000	N/A
2013 FORD TOW TRUCK 1FDUF5HTXDEA05657	Covered	C	85,000	1000/1000	50,000	N/A
2010 FORD F550 1FDAF5HR1AEA55219	Covered	C	68,000	1000/1000	50,000	N/A

POLICY NUMBER: 70 GHS 027147

M-5144a (06/2007)

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/04/2013 12:01 AM	Countersigned By: (Authorized Representative)
Named Insured: THOMAS SCHMIDT	

SCHEDULE

Name Of Person(s) Or Organization(s): NORTH DAKOTA DEPARTMENT OF TRANSPORTATION 608 E BOULEVARD AVE BISMARCK, ND 58505	
Additional Premium	\$ 101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

March 6, 2014

DAKOTA TOWING
THOMAS SCHMIDT
1301 4TH AVENUE NW
MANDAN, ND 58554

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,


Shannon Sauey, Division Director
Financial Management Division

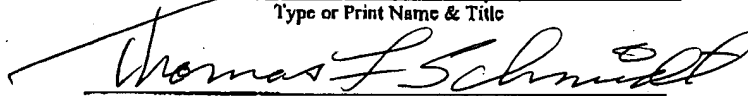
BID NO. 50140175

Dakota Towing hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 3-6-2014

Owner Thomas F Schmidt

Type or Print Name & Title


Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700

Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: 1-800-366-6888 • www.dot.nd.gov
Received Time Mar. 6, 2014 11:52AM No. 8776

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50140175

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Dakota Towing, hereinafter known as the Contractor, whose address is 1301 4th Avenue Northwest, Mandan, ND 58554.

WHEREAS, the parties entered into a contract on March 4, 2014; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through March 31, 2015; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through March 31, 2016.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Don R Packberg II
NAME (TYPE OR PRINT)
Don R Packberg II
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Dakota Towing
COMPANY NAME
Thomas F Schmidt
OFFICER'S NAME (TYPE OR PRINT)
Thomas Schmidt
SIGNATURE
Owner
TITLE
3-2-15
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

for the DIRECTOR (TYPE OR PRINT)
Danny R. Rosendahl, Dep. Dir.
SIGNATURE
03 MAR 2015
DATE

APPROVED as to substance by:

Robin Behborg
DIVISION DIRECTOR (TYPE OR PRINT)
Robin Behborg
SIGNATURE
3/2/15
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

